

CHARGE TO		
APPROPRIATION CODE		
GROUP	DEPARTMENT	BUDGET

NAME OF CONTRACTOR: Boston Redevelopment Authority

ADDRESS: One City Hall Square  
Boston, Mass. 02201

CITY OF BOSTON

MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT

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CONTRACT

for

CHARLESTOWN NAVY YARD DEVELOPMENT

June 1, 1979 to June 1, 1982

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AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City", and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under MGL, Chapter 121B, hereinafter referred to as the "Authority".

WHEREAS, with the assistance of the federal, state, and city governments, the Authority has initiated and administered an extensive urban renewal program within and for the City under the provisions of Title I of the Housing Act of 1949; and

WHEREAS, the City, under the provisions of the Housing and Community Development Act of 1977 (P.L. 95-128), has received an Urban Development Action Grant allocation in the amount of \$2,480,000, which grant shall be used for the performance of the Charlestown Navy Yard Park Development, and

WHEREAS, the Authority has thorough knowledge of this proposed project and has been responsible for the planning and design of the project since its inception.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:



## ARTICLE I

### SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to the City to cause to be completed the work described in the approved grant application entitled Charlestown Navy Yard Park Development (UDAG Grant #B-AA-78 25-0006) with those functions identified in the contract budget (annexed hereto as Schedule "A-1"), the terms and conditions of which are included herein by reference.

Services of the Authority shall also include, but not be limited to, the provision of legal, accounting and purchasing activities as are necessary and appropriate for the efficient supervision and administration of activities relating to the development of the Charlestown Navy Yard. In addition, the Authority will provide necessary and appropriate administrative staff, including project managers and assistants. The Authority will execute and supervise such contracts or agreements as are necessary and appropriate to clear, prepare and dispose of sites in project areas. Said contracts shall include, but not be limited to, demolition activities, street improvements, utility installation, disposition appraisals and the preparation of parcel delivery plans and such other related activities as are required and mandated by the applicable grant requirements.

The Authority shall adhere and cause its subcontractors to adhere to all grant requirements that may be in effect in relation to this contract.

All of the foregoing services shall be performed by the Authority within the cost limitations and for the specific projects set forth in Schedule "A-1" hereto. Budget changes shall be made only in accordance with such procedures as may be specified by the City acting through its Special Assistant for Housing, Development and Construction.

The Authority will adopt, implement and maintain such accounting and control practices and procedures as are approved by the Community Development Controller of the City. The Authority will provide such reports as may be specified by the City acting through its Community Development Controller and will implement such record-keeping procedures as may be specified by the City to provide a satisfactory source from which such reports can be prepared.

If the City, acting through its Special Assistant for Housing, Development and Construction, deems it necessary, for, among others, the purpose of lessening the possibility of cost overruns or excess expenditures, that the Authority make systems changes in its procedures for the management of the items identified in the attached Schedule "A-1", the Authority will make such changes. As used in this paragraph, "systems changes" shall include, but not be limited to, changes in the areas of accounting, reporting, cost control, evaluation and performance monitoring.

## ARTICLE II

### TERM

This Agreement shall be deemed to be effective from June 1, 1979 until June 1, 1982.



ARTICLE III  
COMPENSATION

The City will reimburse the Authority monthly for all costs incurred or accrued by the Authority, as allowable in the approved grant application, in accordance with the request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid by the City hereunder exceed Two Million, Four Hundred Eighty Thousand (\$2,480,000) Dollars. The City shall have access to the books, records, and accounts of the Authority.

ARTICLE IV  
ASSIGNMENT

The Authority shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the City, but the Authority may subcontract for survey and planning, site preparation, and the like, without such prior written consent except that all publicly advertised contracts must appear in the City Record and may only appear with the written approval of the Deputy Mayor for Development.

ARTICLE V  
TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in forty (40) working days. In the event of breach of any terms of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to

protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

## ARTICLE VI

### PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand (\$1,000.00) Dollars issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One (\$1.00) Dollar, payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

## ARTICLE VII

### RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority shall execute and deliver to the City a release from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

## ARTICLE VIII

### DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional costs to the City. Such requests shall be in the form of a written



notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which was a basic assumption under which this contract was made, including without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state, or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such cause within thirty (30) days of its occurrence.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on  
the day and year first set forth above.

CITY OF BOSTON

BY:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY AUDITOR

Approved as to form:

\_\_\_\_\_  
CORPORATION COUNSEL

BOSTON REDEVELOPMENT AUTHORITY

BY:

\_\_\_\_\_  
DIRECTOR

Approved as to form:

\_\_\_\_\_  
GENERAL COUNSEL TO BRA



UDAG GRANT  
Charlestown Navy Yard

SCHEDULE "A-1"

Engineering Design Consultants	\$ 225,000
Phase II Park Construction	500,000
Demolition	170,000
Utility Site Improvements	455,000
Street Improvements	970,000
Administration	112,000
Contingency	48,000
TOTAL	\$2,480,000

June 14, 1979

## MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN

SUBJECT: URBAN DEVELOPMENT ACTION GRANT/NAVY YARD

3801  
6/14

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The City of Boston will provide the Authority with Two Million Four Hundred and Eighty Thousand (\$2,480,000) dollars which funds the City will receive from Urban Development Action Grant funds under the Housing and Urban Development Act of 1977, Section 110. This grant will be used for improvements to the Charlestown Navy Yard including roads and utilities and Phase II Shipyard Park construction.

It is recommended that the Director be authorized to execute an agreement with the City of Boston, acting through the Office of Development and Construction whereby the Authority would receive said Two Million Four Hundred and Eighty Thousand (\$2,480,000) dollars.

An Appropriate Vote Follows:

VOTED: That the Director be and is hereby authorized to execute an agreement by and between the Authority and the City of Boston, acting through the Office of Development and Construction, whereby the Authority will receive Two Million Four Hundred and Eighty Thousand (\$2,480,000) dollars in return for improvements to the Charlestown Navy Yard. Said agreement is to be substantially in the form attached hereto.

Attachment:



